



# CITY OF FALLS CHURCH

---

September 8, 2006

Subject: IFB# 06-17-MCHC

Reference: Modifications to Existing Handicap Ramp and Foundation Repair Work

Please find enclosed a bid proposal (IFB No. 06-17-MCHC) for Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church.

Your careful considerations of this proposal will ensure that all stated requirements are met. Failure to meet any of the stated requirements of this proposal process could lead to your disqualification. If there are any questions concerning the proposal or bid process, please refer them to the Purchasing Department. If you have technical questions that need clarification of work content, please refer them in writing, no later than September 20, 2006, to Mr. Moe M. Wadda, P.E., Director of Engineering & Construction, Department of Environmental Services, 300 Park Avenue, Falls Church, VA. 22046. Completed Proposals shall be submitted in one original and four copies before 11:00 a.m. on September 28, 2006 in a Sealed Envelope and shall be addressed as follows:

*City of Falls Church  
300 Park Avenue, 3rd Floor, East Wing, Room 300 E  
Falls Church, Virginia 22046*

*Attention: Purchasing Manager*

*Title: Proposal No. 06-17-MCHC: Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church*

All proposals will remain sealed until after the specified due date and time.

On behalf to the City of Falls Church, I would like to thank you in advance for your contributions to this IFB process.

Sincerely,

Ron Lansdowne  
Purchasing Manager

**SEPTEMBER 2006**

**INVITATION FOR BIDS**  
**FOR**  
**MODIFICATIONS TO EXISTING HANDICAP RAMP**  
**AND**  
**FOUNDATION REPAIR WORK**  
**AT CITY HALL ADMINISTRATION COMPLEX**

**IFB NO. 06-17-MCHC**

ANY QUESTIONS CONCERNING THE IFB SHOULD BE DIRECTED IN WRITING TO:

Mr. Moe M. Wadda, P.E., Director of Engineering & Construction, City of Falls Church,  
Department of Environmental Services, 300 Park Avenue, Falls Church, VA 22046.

BID DUE DATE AND TIME:

11:00:00 a.m. on September 28, 2006 prevailing local time. Bids to be presented for time and date validation to the Purchasing Office, Administrative Services Department, East Wing, Room 300E. **A pre-bid meeting is scheduled for September 19, 2006 at 10:00 a.m. in the Training Room of City Hall Administration Complex, G Level, 300 Park Avenue, Falls Church, Virginia.**

ADDRESS PROPOSAL AS FOLLOWS:

SEALED PROPOSAL—Proposal No. 06-17-MCHC Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church

"ATTENTION OF THE PURCHASING MANAGER"  
CITY OF FALLS CHURCH  
300 PARK AVENUE, 3<sup>rd</sup> Floor, East Wing, Room 300 E  
FALLS CHURCH, VIRGINIA 22046  
(703) 248-5007

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**SECTION ONE**  
**INSTRUCTIONS TO BIDDERS**

September 8, 2006

Subject: Invitation for Bids: Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church

Reference: Bid No. IFB NO. 06-17-MCHC

Ladies and Gentlemen:

We are pleased to invite your best tender for carrying out the subject WORKS in accordance with the following:

1. General

1.1 Definitions

In this Tender, the words and expressions listed hereunder shall have the meaning assigned to them respectively:

OWNER: shall mean the City of Falls Church.

ARCHITECT OR ENGINEER: shall mean the consultant assigned by the OWNER to review and approve CONTRACTOR'S submittals and to perform construction observation of the WORK.

SERVICES OR SERVICE OR WORKS OR WORK: shall mean Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church.

CONTRACTOR: shall mean the successful Bidder assigned by the OWNER to carry out the WORK.

CONTRACT: shall mean the eventual Agreement to be signed between the OWNER & CONTRACTOR for the performance of the WORK.

1.2 All Bids shall be prepared and submitted by and at the cost of the Bidder, hence all costs associated with preparation and submission of the Bid shall be borne by the Bidder.

1.3 All Bids must be typed.

1.4 OWNER reserves the right to reject any or all Bids, the lowest Bid need not necessarily be accepted.

- 1.5 CONTRACTOR shall carry out the WORK within the same time frame allowed in the approved WORK Schedule.
- 1.6 Bid shall be accompanied by a Bid Bond in the amount of 5% of the Contract value. Bid Bond shall be prepared in the format given in Section 2, Supplementary Instructions to Bidders.
- 1.7 Bidder shall address inquiries, if any, in writing to Mr. Moe M. Wadda, P.E., who alone is empowered to clarify such inquiries; not later than 7 days before the Bid closing date.
- 1.8 A pre-bid meeting is scheduled for September 19, 2006 at 10:00 a.m. in the Training Room, G Level, 300 Park Avenue, Falls Church, Virginia.

2. Validity of Bid

The Bids shall remain valid for Ninety (90) days, as from the date of opening the bids. If the bidder withdraws their offer before expiration of the said period, without the written authorization of the OWNER, the amount of the Bid Bond will be forfeited to the OWNER.

The successful Bidder, within a period of fifteen (15) days from the date of the OWNER's acceptance and approval of their bid, shall be requested to sign the contract and to submit the Payment and Performance Bonds and Certificate of Insurance as required in the relevant article of the contract. Failure to do so will cause the Bid to be considered withdrawn. In this case, the initial Bid Bond shall be forfeited to the OWNER.

The OWNER has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the Bid and stop the bidding without giving any justification.

Under no circumstances shall a bidder whose bid has not been accepted be entitled to any claim for compensation.

3. Scope of Work

CONTRACTOR shall carry out the Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church, as further described in Appendix - A, Scope of Work and Specifications listed on the attached plans.

4. Tender Document

Bidders are requested to collect a copy of the Tender Document, comprising the following, from the Department of Environmental Services at the City of Falls Church:

- Section 1: Instructions to Bidders
- Section 2: Supplementary Instructions to Bidders
- Section 3: Contract Agreement
- Section 4: General Contract Terms and Conditions

Section 5: General Conditions and Instructions to Bidders  
Section 6: Supplementary Conditions to the Contract  
Section 7: Appendices:

Appendix-A:	Scope of Work
Appendix-B:	Work Schedule
Appendix-C:	References
Appendix-D:	Addendum Acknowledgment
Appendix-E:	Particular Requirements
Appendix-F:	Warranty Requirements

Section 8: Exhibits:

Exhibit I: Virginia Contractor's License  
Exhibit II: Lien Waivers  
Exhibit III: Schedule of Proposed Subcontractors

5. Site Visit

The Bidder shall visit the site and shall be responsible for obtaining all information required for the submission of the bid. The Bidder shall carefully examine the Tender Documents and satisfy themselves as to the risks, obligations, and responsibilities to be undertaken in the contract. All costs in connection with the visit to and inspection of the site and the preparation of the Bid shall be borne by the Bidder.

6. Particular Requirements

6.1 Preparation of Proposal

6.1.1 Bids shall be prepared using the blank copies of the "Form of Tender", attached hereto as Exhibit-A, (to be retyped on Bidder's Letter Head) and the "Schedule of Prices and Rates", attached hereto as Exhibit-B, as provided in the Tender Documents. Bids shall be submitted as follows (one original and four copies).

6.1.2 The Bid shall be submitted on the basis of the exact compliance by Bidder with all terms and conditions of the Tender Documents.

7. Bid Submission

Bid shall include, as a minimum, the following:

- a. Duly completed Form of Tender retyped on Bidder's letterhead, and duly completed Bid Form, in accordance with the format given in Exhibit-A
- b. Schedule of Prices and Rates-Exhibit-B
- c. Bid Bond

- d. Work Schedule, Appendix-B
- e. References, Appendix-C
- f. Duly Completed Addendum Acknowledgment, Appendix-D
- g. Virginia Contractor's License
- h. Schedule of Proposed Subcontractors

8. Consideration of Offers

The OWNER reserves the right to reject any and all offers, to waive technicalities and irregularities, advertise for new bids, or to proceed to do the work otherwise in the OWNER's sole discretion, if it is in the judgment of the OWNER, as to its best interests. The Bidder shall not be entitled to any indemnity with respect to any claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Offers shall be considered irregular and may, without limitation, be rejected for, without limitation, the following reasons:

- a. If the Schedule of Prices and Rates does not identify a price for each item.
- b. If there are any unauthorized additions, conditional or alternate bids or percentage increase or decrease in the Bid price or irregularities of the kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- c. If any required documents are missing.

Bidders may be disqualified and their offers rejected, without limitation, for the following reasons:

- a. If more than one Bid for the project is submitted for an individual firm, partnership or corporation under the same name or different name.
- b. If there is evidence of any collusion between Bidders.
- c. Falsification of any documents or price submitted with the bid.

One original and four (4) copies of the completed Bid shall be submitted before 11:00:00 a.m. on September 28, 2006 in a Sealed Envelope and shall be addressed as follows:



City of Falls Church  
300 Park Avenue, 3<sup>rd</sup> Floor, East Wing, Room 300E  
Falls Church, Virginia 22046

Attention: Purchasing Manager

Title: Bid for Modifications to Existing Handicap Ramp and Foundation Repair Work for  
the City of Falls Church

Reference: IFB NO. 06-17-MCHC

Sincerely,

Moe M. Wadda, P.E., Director of Engineering & Construction  
Department of Environmental Services

Form of Tender

City of Falls Church  
300 Park Avenue  
Falls Church, Virginia 22046

Attention: Purchasing Manager

Subject: Invitation for Bids: Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church

Reference: Bid No. IFB NO. 06-17-MCHC

Ladies and Gentlemen:

We have received and examined the Tender Document concerning the subject Works for Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church.

We have made all the necessary inquiries concerning the Works and have familiarized ourselves with the above-mentioned documents.

We confirm that we have visited the site of the Works and that we have examined all documents necessary for the proper performance of the contract.

We have examined all sections of the Tender Document and Addenda for the **Modifications to Existing Handicap Ramp and Foundation Repair Work**. We, the undersigned, hereby offer to provide all Works\Services (Base Bid) covered in the Tender Document for the total Lump sum of US Dollars:

(a) \_\_\_\_\_ (\$ \_\_\_\_\_)  
for the **Modifications to Existing Handicap Ramp**

(b) \_\_\_\_\_ (\$ \_\_\_\_\_)  
for **Foundation Repair Work**

or any such other sum as may be ascertained in accordance with the said Contract Documents.

We agree to the conditions stated in the documents cited above, and we hereby submit the required Proposal in accordance with the Instructions to Bidders.

We agree to furnish all designs, material, labor, and supervision necessary to complete the Works in

accordance with the Tender Document, Specifications and Drawings.

Enclosed herewith, for your consideration, are Schedule of Prices & Rates, Bid Bond and other attachments, which, by this reference, are incorporated herein into form part of this Bid.

If awarded the Contract, we shall commence the work within seven (7) calendar days of the issuance of the Notice to proceed and will complete the work described in the Contract under "Completion of Work".

We agree to abide by this Proposal for 90 Days from the IFB closing date.

We understand that the City of Falls Church has the right within its sole discretion to accept or reject all or any part of this Bid, for any reason(s) whatsoever.

Sincerely,

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_ Duly Authorized Officer

Date: \_\_\_\_\_

Bidders Seal:

**Bid Form****Time for Completion of Base Bid Work- Modifications to Handicap Ramp:**

Contractor shall commence work on site within seven (7) consecutive calendar days after receipt of Notice to Proceed and to achieve completion no later than October 31, 2006.

**Unanticipated Delay:**

Due to requirements of Owner, at his discretion, the Owner may request one or more delay days in work. Cost per diem for delay of work requested by Owner shall be: \_\_\_\_\_.

**Time for Completion of Base Bid Work- Foundation Repair Work:**

Contractor shall commence work on site within seven (7) consecutive calendar days after receipt of Notice to Proceed and to achieve completion of entire work within \_\_\_\_\_ (\_\_\_\_\_) calendar days from such receipt date, assuming no delays for any reason. Included in the Time for Completion of Work is \_\_\_\_\_ (\_\_\_\_\_) days scheduled for inclement weather.

**Unanticipated Delay:**

Due to requirements of Owner, at his discretion, the Owner may request one or more delay days in work. Cost per diem for delay of work requested by Owner shall be: \_\_\_\_\_.

**Liquated Damages:**

The Contractor shall pay the Owner **\$300.00** per calendar day in liquidated damages if the actual completion date of the repairs extends beyond the "Time of Completion of the Work" date specified in the Contract. Cost for liquated damages will be deducted from the sum due to the Contractor prior to final payment.

SCHEDULE OF PRICES AND RATES

Preamble:

In consideration of the complete execution of the WORK to the satisfaction of the OWNER, the OWNER shall pay the CONTRACTOR and the CONTRACTOR agrees as full compensation for same the CONTRACT PRICE as given herein below.

All prices and rates are fully inclusive of each and every item, service, equipment or facility as may be required to provide and perform the WORKS covered under the CONTRACT and in full compliance with the CONTRACT requirements.

The Unit rates as mentioned in Exhibit-B are fixed for the duration of the Agreement and are all inclusive. There will be no other reimbursement for any other cost whatsoever.

All prices and rates shall remain firm without any escalation, whatsoever, until the completion of WORK.

Each item shall be priced separately, due allowance being made in the quoted rate for full compliance with the Tender Documents.

All prices and rates are to apply in executing the Work in large or small quantities, to any shaped section, in difficult or easy situations and at any elevation. OWNER will not entertain any claim as to the proportions of the Work actually falling into these categories.

Suggested Schedule of Prices and Rates\*

**Modifications to Existing Handicap Ramp (Lump Sum):**

Cost of Modifications to the existing Handicap Ramp At City Hall Administration Complex, 300 Park Avenue, Falls Church, VA	Total	\$ _____
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\*Contractor shall break out lump sum bid into work elements accordingly.

Suggested Schedule of Prices and Rates\*

**Foundation Repair Work (Lump Sum):**

Cost of excavating and sealing foundation cracks  
along the south wall of the City's Administration  
Complex, 300 Park Avenue, Falls Church, VA

Total      \$ \_\_\_\_\_

\*Contractor shall break out lump sum bid into work elements accordingly.

Schedule of Prices and Rates**UNANTICIPATED WORK:** Modifications to Existing Handicap Ramp and Foundation Repair Work

Costs for any additional Work discovered to be necessary during contract Work shall be based on the following Labor, Materials and Equipment rates:

Labor: Hourly rates including insurance, taxes, benefits, overhead and profit for:

Project Manager \$/HR \_\_\_\_\_

Project Superintendent \$/HR \_\_\_\_\_

Project Foreman \$/HR \_\_\_\_\_

Mechanic \$/HR \_\_\_\_\_

Laborer \$/HR \_\_\_\_\_

Clerk \$/HR \_\_\_\_\_

Materials: Direct cost plus \_\_\_\_\_%

Equipment: Rental – Direct cost plus \_\_\_\_\_%

Contractor owned – Normal wear and tear

Unit prices listed below shall apply in the event changes occur involving additions or reductions to Work to be performed under Contract are authorized by a written order from City to Contractor, in accordance with provisions of Contract.

Further, unit prices are based on providing work complete and in place, in accordance with applicable requirements of Contract documents, including Contractor's and subcontractor's complete costs, expenses, overhead and profit.



SCHEDULE OF PRICES AND RATES**UNANTICIPATED WORK:** Modifications to Existing Handicap Ramp and Foundation Repair Work

Unit Prices/Material	Unit Add	Unit Deduct
1. New Concrete Sidewalk-Class A-3 up to 6" Broom Finish with 4" sand or gravel	\$ _____/SF	\$ _____/SF
2. Brick Sidewalk 4" x 8" x 2¼" Sand Bed 4" x 8" x 2¼" with Mortar Setting Bed	\$ _____/SF \$ _____/SF	\$ _____/SF \$ _____/SF
3. Curb & Gutter (Concrete cast-in-place) (VDOT CG-6) Add for curve or radial work	\$ _____/LF _____ %	\$ _____/LF
4. Asphalt VDOT-BM-25 VDOT-SM-9.5A	\$ _____/Ton \$ _____/Ton	\$ _____/Ton \$ _____/Ton
5. Type II-21-A Aggregate Type II-21-B Aggregate	\$ _____/Ton \$ _____/Ton	\$ _____/Ton \$ _____/Ton
6. Excavation/Hauling & Disposal Cost	\$ _____/CY	\$ _____/CY

- Type A select fill materials, if needed, should consist of soils which classify as ML or more granular. Suitable soils should exhibit a maximum dry density of no less than 105 pcf based on the Standard Proctor maximum density value ASTM D-698, liquid limit no more than 40, and a plasticity index no more than 12. Contractor shall be responsible for providing soil-testing services to meet the above requirements.

EXHIBIT-C

INVITATION FOR BIDS

MODIFICATIONS TO EXISTING HANDICAP RAMP

AND FOUNDATION REPAIR WORK

FOR THE CITY OF FALLS CHURCH

DATE ISSUED: September 8, 2006

PROPOSAL IFB NO. 06-17-MCHC

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO THE CITY OF FALLS CHURCH WHETHER OR NOT YOU OFFER A PROPOSAL.

FULL NAME OF PROPOSER (Type  
or Print)

---

TYPE BUSINESS (Check appropriate box)

- ☐ Individual  
☐ Partnership  
☐ Corporation

SIGNATURE OF PERSON  
AUTHORIZED TO SIGN (Type or  
print name and title under signature)

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INCORPORATED IN STATE OF  
(Complete only if corporation)

---

BUSINESS ADDRESS (Street,  
City, State, Zip, Telephone  
No.)

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**SECTION ONE**  
**INSTRUCTIONS TO BIDDERS**

Instructions to Bidders

The Instructions to Bidders are set forth in the American Institute of Architects Document A701-1997 Instructions entitled "Instructions to Bidders", containing Articles 1 through 8 and are hereby made part of this Specification to the same extent as if bound herein.

These Instructions to Bidders shall become part of the Contract and shall apply to the Contractor and all subcontractors and suppliers.

IFB NO. 06-17-MCHC

**SECTION TWO**  
**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

Supplementary Instructions to Bidders:

These Supplementary Instructions to Bidders contain modifications and additions to the Instructions to Bidders referenced above in Section 1. Where no part of the Instructions to Bidders is modified or voided by the Supplementary Instructions to Bidders, the unaltered provisions shall remain in effect.

These Supplementary Instructions to Bidders shall become part of the Contract.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1.3 ADD the words "or Owner" after "Architect".

1.6 ADD "Alternate Bids must be submitted in accordance with City of Falls Church Purchasing Regulations".

3.1.1 Delete the word "Deposit" from the first sentence. Delete the last three sentences.

3.2.1 Replace the word "Architect" with the word "Owner".

3.2.2 Replace the word "Architect" with the word "Owner".

3.3.2 Replace the words "Architect" and "Architect's" with the words "Owner" and "Owner's".

3.3.3 Replace the word "Architect" with the word "Owner".

3.4.3 Replace the word "four" with the words "ten business".

4.1.8 ADD "Bids shall be submitted in accordance with the City of Falls Church Purchasing Regulations, which are incorporated herein by reference".

4.4.1, 4.4.2, 4.4.3, 4.4.4 "Delete Paragraphs and Substitute 4.4.1 with the following: "Bids may be withdrawn only in accordance with Paragraph 200.18 of the City of Falls Church Purchasing Regulations".

5.3.1 ADD after the word "qualified" the words "and responsive" in the first sentence.

6.3.1 Delete the words "through the Architect".

6.3.2 Delete the words "Architect and".

6.3.3 Replace the first reference to the "Architect" with the word "Owner" and delete the words "either". Delete the words "or Architect" in the first and second sentence.

6.3.4 Replace the words "and Architect have" with the word "has". Delete the second reference to "and Architect".

7.1.1 ADD to the end of the first sentence "but must be surety licensed to conduct business in the Commonwealth of Virginia and acceptable to the Owner".

7.1.3 Delete Paragraph in its entirety.

7.2.1 and 7.2.2 "Delete paragraphs and Substitute the following: "The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract. Such bonds shall be in the form attached hereto."

## 9.1 BID SECURITY

9.1.1 Each bid must be accompanied by (1) cash; or (2) a Cashier's Check or a certified Check of the Bidder in an amount not less than five percent (5%) of the bid, made payable to the City of Falls Church or; (3) a bidder's bond on the Bid Bond Form provided in the Tender Document, or on a similar form which materially complies with said Bid Bond form, in the amount of five percent (5%) of his bid. For purposes of this provision, the amount of the bid shall be the total of base bids or the alternative bid, whichever is greater. The Bid Bond shall be issued by a surety company licensed to conduct business in Virginia and acceptable to the Owner.

9.1.2 Said Bid security shall be returned to all but the three lowest responsive and responsible Bidders and remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the contract. If no contract has been awarded or the Bidder has not been notified of the acceptance of his bid, within thirty (30) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's request, the Bidder agrees to extend and maintain his bid beyond the specified 30 days, his bid security will not be returned until 48 hours after the contract has been executed. The Successful Bidder, upon his failure or refusal to execute the Contract within ten (10) days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner the security deposited with his bid, as liquidated damages for such failure or refusal. Such forfeiture shall be the lesser of (I) the difference between the bid for which the bond was written and the bid of the next low responsive and responsible bidder to this IFB, to whom a contract is awarded; or (ii) the face amount of the bid bond.

9.2 All Bidders, shall provide evidence of a certificate of registration as required by Chapter 11 of Title 54.1 Virginia Code Ann. before their bids will be considered. If a bid is \$70,000 or more, or if the Contractor's annual volume is \$500,000 or more, the Contractor must be licensed as a "Class A Contractor." If a bid is \$1,500 or more but less than \$70,000, the Contractor must be licensed as at least a "Class B Contractor."

The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid, at the place provided, whichever of the following notations is appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_"

"Licensed Class B Virginia Contractor No. \_\_\_\_\_"

"Contract is less than \$1,500 therefore licensure is not required."

### 9.3 SITE CONDITIONS AND CONDITIONS OF THE WORK

9.3.1 Each Bidder must acquaint himself thoroughly with the character and nature of the work to be done. Each Bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.

9.3.2 The successful Bidder assumes all risk as to the nature of the soil or subsurface conditions which underlie the work or are adjacent thereto, or difficulties that may be due to any unfavorable conditions that may be encountered in the work, whether apparent on surface inspection or disclosed after construction begins. The successful Bidder also assumes all risk as to the condition of any existing improvements.

9.3.3 No pleas of ignorance of any conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, or a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

9.3.4 Insofar as possible, the successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption or interference with the work of the Owner or any separate contractor.

9.3.5 This Contract includes excavation on an unclassified basis. The cost of all excavation required under this Contract shall be merged into the Base Bid. No distinction will be made for payment purposes between earth and rock.

### 9.4 SECURITY FOR FAITHFUL PERFORMANCE

9.4.1 The successful Bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Materials Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this contract. The Performance Bond and the Labor and Materials Payment Bond shall be in separate instruments in the form attached hereto in accordance with State law and shall be delivered to the Owner not later than the date of execution of the Contract.

### 9.5 TIME FOR COMPLETION

9.5.1 The time for completion of this Contract shall be as fixed in the Owner-Contractor Agreement.

### 9.6 LIABILITY INSURANCE AND WORKER'S COMPENSATION

9.6.1 The successful bidder will be required to carry public liability and worker's compensation and



other insurance in the amounts and under the terms stipulated under Paragraph 11 of the General Conditions.

## 9.7 BIDDERS REFERRED TO LAWS

9.7.1 The attention of the Bidder is called to the provisions of all municipal, County, and State laws, regulations, ordinances, and resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or otherwise affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits, or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this contract.

9.7.2 The provisions of the awarded contract shall be interpreted in accordance with the laws of Virginia and in accordance with the laws, ordinances, regulations, permits and resolutions of the City of Falls Church.

9.7.3 The City of Falls Church Purchasing Regulations, and the Virginia Public Procurement Law are incorporated herein by reference into this Invitation for Bids. In the event of a conflict the Purchasing Regulations and Public Procurement Act shall govern. Where the word Director is used in the text, the City of Falls Church's Procurement Officer may be considered to have the same powers as the Director for purposes of City of Falls Church Procurements.

9.7.4 CONFLICT OF INTEREST -- This Bid is subject to the provisions of Section 2.2-3100 et seq.) Virginia Code Ann. No member of the City of Falls Church Council, or an advisory or judicial body of the City of Falls Church, or any other officer or employee of the City of Falls Church, or any member or employee of any governmental agency, commission or board or the spouse or any relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any Bid or have a personal interest therein as defined in Section 2.2-3101 of the Code, unless permitted under the Act. Any contract entered into in violation of the provisions of this Act may be declared void by the City of Falls Church within 5 years of the date of such contract. The successful Bidder/Contractor shall incorporate the provisions of the above paragraph, Conflict of Interest, in each Subcontract.

9.7.5 The Contractor agrees to abide by the provisions of Section 59.1-9.1 et seq. of the Virginia Code Ann. known as the Virginia Antitrust Act.

## 9.8 FORM OF BID

9.8.1 Bids shall be submitted using the enclosed Form of Tender form. One original and four (4) copies shall be submitted.

## 9.9 NOTICE OF ACCEPTANCE

9.9.1 A written award (or Acceptance of Bid) mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the Invitation for Bids shall be deemed to result in a binding contract without further action by either party. Bidder, nevertheless, shall be obligated to execute the Owner-Contractor Agreement and provide required bonds in order to avoid breach of

such contract.

#### 9.10 EQUAL OPPORTUNITY

9.10.1 During the performance of this contract the successful Bidder/Contractor shall agree to abide by all provisions of Paragraph 100.12, City of Falls Church Purchasing Regulations, that relate to equal opportunity.

#### 9.11 ACCESS TO DOCUMENTS

9.11.1 During the performance of this contract the successful Bidder/Contractor shall agree to abide by all provisions of Paragraph 100.12, City of Falls Church, that relate to access to documents.

9.12 NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER(S): Unless canceled or rejected, a responsible bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the City of Falls Church may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiations may be directed towards the: (a) reduction of goods or services procured; (b) substitution of materials; and/or change in the period for completion of the project.

At its option, during such negotiations, the City of Falls Church may identify the amount of funds available for the project, direct the certain items of the project be excluded from the bid and ask the apparent low bidder to submit a final revised bid on the revised project. If the apparent low bidder thereafter submits a bid for the revised project in excess of the available funds identified for the project, the City of Falls Church may terminate negotiations with such bidder and ask the next apparent low bidder to submit a bid for the exact same revised project. If the next low bidder and within budget, the City of Falls Church may award the revised contract to such bidder.

END OF SECTION

**BID BOND**

Attach AIA Document A310 or similar Bid Bond Form to this page.

## PAYMENT BOND

**KNOW ALL MEN BY THESE HERE PRESENT: that**

**Name of Contractor:** \_\_\_\_\_

**Address of Contractor:** \_\_\_\_\_  
(STREET, CITY, STATE) (ZIP CODE)

**a (Corporation, Partnership or Individual), hereinafter called Principal, and (Name of Surety)** \_\_\_\_\_,  
**(Address of Surety)** \_\_\_\_\_,  
(STREET, CITY, STATE) (ZIP CODE)

hereinafter called Surety, are held and firmly bound unto the City of Falls Church, 300 Park Avenue, Falls Church, Virginia 22046, hereinafter called Owner, in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the:

### Modifications to Existing Handicap Ramp and Foundation Repair Work

**NOW, THEREFORE,** if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED, FURTHER,** that the said Surety, for value received hereby stipulates and agrees

that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER,** that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** this instrument is executed in \_\_\_\_\_

counterparts, each one of which shall be deemed an original, this

the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**Principal:**

**Principal Secretary**

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

**By:** \_\_\_\_\_(s)

**Witness as to Principal**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**  
**Commission Expires:**

**Surety:**

**ATTEST:**

\_\_\_\_\_

**Surety Secretary:**

**By: (Attorney in Fact)**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Witness as to Surety**

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**  
**Commission Expires:**

**NOTE: Date of Bond must not be prior to date of Contract.**  
**If Contractor is Partnership, all general partners should execute Bond.**

**IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Virginia. Powers of Attorney must be attached and valid through date of Bond.**

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE HERE PRESENT: that**

**Name of Contractor:** \_\_\_\_\_

**Address of Contractor:** \_\_\_\_\_  
(STREET, CITY, STATE) (ZIP CODE)

**a (Corporation, Partnership or Individual), hereinafter called Principal, and (Name of Surety)**

\_\_\_\_\_ ,

**(Address of Surety)** \_\_\_\_\_ ,  
(STREET, CITY, STATE) (ZIP CODE)

hereinafter called Surety, are held and firmly bound unto the City of Falls Church, 300 Park Avenue, Falls Church, Virginia 22046, hereinafter called Owner, in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) in lawful money of the United

States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the:

**Modifications to Existing Handicap Ramp and Foundation Repair Work**

**NOW, THEREFORE,** if the Principal shall commence work well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any

way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_

counterparts, each one of which shall be deemed an original, this

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**Principal:**

**Principal Secretary**

\_\_\_\_\_

\_\_\_\_\_

**By:** \_\_\_\_\_(s) (SEAL)

**Witness as to Principal**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**Commission Expires:**

**Surety:**

**ATTEST:**

\_\_\_\_\_

**Surety Secretary:**

**By: (Attorney in Fact)**

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

**Address:** \_\_\_\_\_

**Witness as to Surety**

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**Commission Expires:**

**NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all general partners should execute Bond.**



**IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended and be authorized to transact business in Virginia. Powers of Attorney must be attached and valid through date of Bond.**

NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Modifications to Existing Handicap Ramp and Foundation Repair Work

The OWNER has considered the BID submitted by you for the above described work in response to its Invitation for Bids dated August 2006, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance.

If you fail to execute said Agreement and to furnish said bonds said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of the Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWNER: City of Falls Church

BY: \_\_\_\_\_  
Brenda Creel

TITLE: General Manager, Dept. of Environmental Services

#### NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: Modifications to Existing Handicap Ramp

\_\_\_\_\_ and Foundation Repair Work  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated\_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

OWNER: City of Falls Church

BY: \_\_\_\_\_  
Brenda Creel

TITLE: General Manager, Dept. of Environmental Services

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_  
this \_\_\_\_\_ day of

\_\_\_\_\_  
BY: \_\_\_\_\_  
Contractor

TITLE: \_\_\_\_\_

#### CHANGE ORDER

Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change to Contract Price: \$ \_\_\_\_\_

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order:

\$ \_\_\_\_\_.

The Contract Price due to this Change Order will be (increased) (decreased) by

\$ \_\_\_\_\_.

The new Contract Price including this Change Order will be \$ \_\_\_\_\_.

Change to Contract Time: \_\_\_\_\_

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (date).

ACCEPTED BY: \_\_\_\_\_

City of Falls Church

ACCEPTED BY: \_\_\_\_\_

Contractor

IFB NO. 06-17-MCHC

**SECTION THREE**  
**CONTRACT AGREEMENT**

## OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the City of Falls Church, hereinafter called "Owner" and \_\_\_\_\_ (an individual or a Partnership or a Corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church.
2. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor shall commence the work required by the Contract Documents by \_\_\_\_\_, 2006, and complete said work by \_\_\_\_\_, 2006. Time is of the essence.
4. The Contractor agrees to perform all of the work described in the Contract Documents for the total sum of \$\_\_\_\_\_.
- 4a. The contractor shall:  
  
Perform at least 20 percent of the total work with forces that are in direct employment of the contractor.
5. The term "Contract Documents" means and includes the following:
  - a. Invitation for Bids
  - b. Instructions to Bidders
  - c. Supplementary Instructions to Bidders
  - d. Contractor Bid Proposal
  - e. Bid Bond

- f. This Owner-Contractor Agreement
- g. Payment Bond
- h. Performance Bond
- i. Notice of Award
- j. Notice to Proceed
- k. Change Order(s)
- l. General Contract Terms and Conditions
- m. Supplementary Conditions to the Contract
- n. Plans and Specifications prepared and issued by Dewberry & Davis, LLC.
- o. Addenda:
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2006.
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2006.

- 6. Progress payments shall be made monthly, assuming proper submission of invoices by Contractor.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly

authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF FALLS CHURCH

By \_\_\_\_\_

Name Wyatt Shields

Title Acting City Manager

CONTRACTOR:

BY \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

I, the undersigned, on behalf of the City of Falls Church, hereby verify that the contents of the above Owner-Contractor Agreement have been reviewed and approved.

\_\_\_\_\_  
Contents Approved By



IFB NO. 06-17-MCHC

**SECTION FOUR**  
**GENERAL CONTRACT TERMS AND CONDITIONS**

## GENERAL CONSTRUCTION CONTRACT CONDITIONS

### General Construction Contract Conditions

The General Conditions of the Contract for Construction are set forth in the American Institute of Architects Document A201-1997, entitled "General Conditions of the Contract for Construction," containing Articles 1 through 14 and are hereby made part of this Specification to the same extent as if bound herein.

These General Conditions shall become a part of the Contract and shall apply to the Contractor and all Subcontractors and suppliers.

IFB NO. 06-17-MCHC

## **SECTION FIVE**

### **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The General Conditions and Instructions set out below shall apply to all formal bid solicitations and resulting contract award issued by the City of Falls Church unless otherwise specified. Bidders are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at the bidder's own risk, and pleas of error or ignorance shall not be honored. Bidders requiring additional information about the General Conditions and Instructions set forth below should consult City Code Chapter 10 and/or contact the Purchasing Office.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Bids shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the Invitation to Bid, awards may be made to more than one bidder (see City Code, Section 10-11(11)). Bidders may restrict bids to consideration in aggregate by specifically stating same in writing on the Bid Form. Bidders should, however, give unit prices where requested. Failure to do so may constitute an informality. Unless otherwise specified, the City reserves the right: (1) to award in part or in whole (2) to reject any or all bids, and (3) to waive any informality in bids, and (4) to award so as to best serve the interest of the City. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP.
2. Unless canceled or rejected for good cause, a responsive bid from the lowest responsible bidder shall be accepted as submitted except that if the bid from the lowest responsible bidder exceeds available funds or is deemed excessive, the City may negotiate with the lowest responsible bidder to obtain an acceptable contract price. (see City Code, Section 10-11(11)).
3. If received after the time specified for Public Bid Opening, formal bids, amendments thereto, or requests for withdrawal of bids will not be considered. Late bids will be returned to the bidder UNOPENED if the bidder's return address is shown. If the City declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
4. Bids must be properly identified as a "SEALED BID". Properly marked bids received prior to the specified time of Public Bid Opening will be securely kept, unopened, in the office of the Purchasing Manager. The Purchasing Manager or duly appointed representative will determine when the specified time has arrived and no bid shall be received thereafter.
5. No liability shall attach to the Purchasing Manager or appointed representative for the premature opening of an improperly addressed or improperly identified bid. When improperly identified bids are received, the bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. The City reserves the right to declare such a bid as non-responsive.

6. Unless specifically authorized in the solicitation, telegraphic or facsimile bids will not be considered.
7. At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. Bids are available for public inspection subsequent to the Public Bid Opening for a period of not less than 60 days. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
8. In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet as a "No Bid" with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the City's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) consecutive solicitations.
9. Unless otherwise specified in the solicitation, all bids shall be submitted in duplicate, properly signed in ink in the proper spaces, and submitted in a sealed envelope. The item pages of the solicitation which do not include any items for which a bid price or signature is required need not be included in the submission of a bid.
10. The bidder must supply all information required by the Invitation to Bid, Instructions to Bidders, Specifications, and Bid Forms. Failure to fill all blanks may result in disqualification of the bid.
11. Unless otherwise specified by the City, all formal bids submitted shall be binding for City acceptance for ninety (90) days from the date of the bid opening.
12. Bid prices must be net, including transportation and handling charges fully prepaid by the contractor to destination, and subject only to cash discount for prompt payment of invoice.
13. When an error is made in computing the extension of total price(s), the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
14. Bidders must submit any and all exceptions to conditions of specifications in writing at time of bid as part of the bid submission.
15. Unless otherwise provided in the Invitation to Bid, any catalog, brand name, or manufacturer's reference does not restrict bidders to the specified brand, make or manufacturer names; it conveys the general style, type, character, and quality of the articles desired, and any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. (see City Code, Section 10-11(4)).

16. No employee of the City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
17. Specific requirements as to bid bonds shall be incorporated in individual bid specifications, if required. Although performance bonds may be directly addressed in the specifications, the City reserves the right to require a performance bond as it deems may be in the City's best interest to do so, at time of award. (see City Code, Section 10-11(5)-(6)).
18. A written notice of award (or acceptance of bid) shall be provided to the successful bidder within the specified acceptance period. It may be in the form of a letter or a purchase order, either of which shall be deemed a binding contract without further action by either party.
19. Delivery of merchandise must conform to instructions in the bid and/or in the applicable notice of award or purchase order(s). All goods are purchased F.O.B. destination. All costs for transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation charges are included in the unit prices bid unless otherwise specified.
20. When required in bid specifications, samples shall be delivered to the Purchasing Office at the bidder's expense by the date and time specified in the bid documents. In no case shall said time be later than the bid opening. Samples shall be removed by the bidder at the bidders own expense within thirty (30) days after written notice to do so. Failure to do so may result in storage of the property at the bidder's risk and expense, or in its declaration as abandoned property – subject to disposal as such.
21. The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.
22. The City requests that bids be printed on recycled paper, using both sides of each page.
23. This procurement is being conducted on behalf of other public bodies, in accordance with Section 2.2-4304 (A) of the Code of Virginia. The successful consultant will be required to provide these same services, at the same price, for any contract awarded as a result of this solicitation to any public body within the Commonwealth of Virginia.
24. By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia and by the Federal Government from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred."
25. The City will undertake every reasonable effort to increase the opportunity for participation in the procurement process by small, minority and woman owned firms.

The foregoing conditions shall be binding on all sealed bid solicitations unless specifically deleted or amended by reference within the bid documents.

**SECTION SIX**  
**SUPPLEMENTARY CONDITIONS TO THE CONTRACT**



## **SUPPLEMENTARY CONSTRUCTION CONTRACT CONDITIONS**

### Supplementary Construction Contract Conditions

These Supplementary Conditions contain modifications and additions to the General Conditions referenced above in Section 4. Where no part of the General Conditions is modified or voided by the Supplementary Conditions, the unaltered provisions shall remain in effect. Under all Articles, delete all references to Arbitration throughout the General Conditions.

## **SUPPLEMENTARY CONDITIONS**

The following supplementary conditions modify the "General Conditions of the Contract for Construction", AIA Document A201 - 1997. Where any part of the general conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### Article I; Contract Documents

#### 1.1.1 The Contract Documents.

In the first sentence following the words "consist of the", insert the words "Invitation for Bids, Instructions to Bidders and Supplementary Instructions to Bidders, Bid Proposal, Bid Bond, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed and Change Order". In the second sentence change the word "Architect" to "Owner".

#### 1.1.2 The Contract.

Delete the fourth sentence and replace it with "The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and Contractor". Delete the fifth sentence in its entirety.

#### 1.2.1 Delete the second sentence in its entirety.

ADD 1.2.4 Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over General Specifications and detail drawings take precedence over general drawings. Any conflict or inconsistency in the drawing shall be submitted by the Contractor to the Owner whose decisions thereon shall be conclusive. In case of conflict or inconsistency between the drawings and specifications, the specifications shall govern.

ADD "1.2.5 Should any work or material be required which is not denoted in the Drawings and Specifications either directly or indirectly, but which is nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and prescribed."

ADD "1.2.6 Where variances occur between the Drawings and Specifications or within either documents, or if work required is detailed in the Contract Documents so as to render it impossible for the Contractor to produce first class work, or where the Contractor believes that there is insufficient detail contained in the Drawings and Specifications from which to make a proper determination as to their intent, the Contractor shall bring such matters to the immediate attention of the Owner for clarification or other decision as provided in the Contract Documents. The Owner shall determine which document takes precedence, or will give instructions as to the intent of the Contract Documents, in accordance with this Contract. Failure of the Contractor to bring such variances of which he knew or should have known will constitute a waiver of any claim based on the Owner's interpretation of the drawings or specifications. Figured dimensions take precedence over scaled dimensions; large scale drawings over small. Repetitive features not completely described and/or detailed shall be constructed in accordance with corresponding features that are completely described and/or detailed."

ADD "1.2.7 The Contractor shall make no changes in the Work without having first received written permission from the Owner according to the provisions of this Contract regarding Change Orders.

ADD "1.2.8 The Owner will not rule on any matter in dispute between any Subcontractors as to scope of subcontracts, nor rule on disputes between Contractor and any Subcontractor as to scope of subcontracts."

1.6.1 In the first, third, fourth, fifth, sixth, seventh, eighth and ninth sentences change the word Architect" to "Owner".

## Article 2; Owner

2.1.1 Delete the third sentence.

ADD "2.1.3 The term "Owner" or "Owner's Representative" specifically excludes any and all inspectors having building code or County ordinance responsibilities or jurisdiction under the requirements of the Building or other permits."

2.2.3 Delete the second sentence and replace it with: "Unless otherwise specified in this Contract, any reports or analyses provided by Owner are for the Contractor's information only, and their accuracy and completeness are not guaranteed or warranted by the Owner and such reports are not adopted by reference into, nor are they part of the Contract Documents."

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor will be furnished free of charge five (5) copies of Drawings and Specifications. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.4.1 In the third sentence, change "Architect" to "Owner". Delete the fourth sentence in its entirety.

ADD "2.4.2 Neither Owner nor its officers, agents, assignees or employees are in any way liable or accountable to the Contractor or his surety for the method by which work performed by the Owner, or at the Owner's direction, or any portion thereof, is accomplished or for the price paid therefor. Notwithstanding the Owner's right to carry out a portion of the Work, maintenance and protection of the Work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond of the Contractor pursuant to this Contract."

## Article 3; Contractor

ADD 3.2A.1 " Unless the Contract Documents indicate to the contrary, Contractor assumes full responsibility for inspection of the site and determination of the character, quality and quantity of any soil, surface or subsurface conditions that may be encountered or which may affect the work, and for the means and methods of construction that he employs when performing the Work. The Owner shall not be liable for any additional work or costs arising as a result of any conclusions reached or assumptions derived by the Contractor from or based upon any such geotechnical, soils or other reports, surveys and analyses which Owner makes available for the Contractor's information and review."

3.1.3 Change "Architect" to "Owner".

3.2.1 Change all references to "Architect" in this section to "Owner".

3.2.2 In the second sentence change "Architect" to "Owner".

3.3.1 ADD to end of the second sentence: ",subject, however, to the Owner's right to reject means and methods proposed by the Contractor which are unsafe or otherwise not in compliance with the Contract Documents."

Delete the third, fourth, and fifth sentences ADD at end of the paragraph: "This supervision shall be applied on a full-time basis, shall extend to all levels and phases of the Contract, and shall continue through the final disposition of the punch list."

3.3.2 ADD to the end: ",in the same manner as if they were directly employed by the Contractor."

ADD "3.3.5 All grades, lines, levels and benchmarks shall be established and maintained by the Contractor. Contractor shall verify all grades, lines, levels and dimensions indicated on the drawings, and shall report all inconsistencies before commencing work."

ADD "3.3.6 Contractor shall complete the Work specified and provide all items needed for construction of the Project, complete and in good order."

ADD "3.4.3 Work and materials which are necessary in the construction but which are not specifically referred to in the Specifications or shown in the drawings but implied by the Contract shall be furnished by the Contractor at his own cost and expense. Such work and materials shall correspond with the general character of the Work as may be determined by the Owner whose decision as to the necessity for and character of such work and materials shall be final and conclusive."

ADD "3.4.4 Where materials, equipment or execution of work is specified to conform to a referenced standard or specification, any material, equipment or execution of work meeting or exceeding such standard or specification may be used in the work."

ADD "3.4.5 Wherever in the specifications or contract documents a particular material is shown or specified shall be regarded merely as a standard. Any other material, which is recognized the equal of that specified, considering quality, and is suitable for the purpose intended, shall be considered responsive to the specification.

ADD "3.4.6 Substitution of materials, equipment or execution of work required by the Contract Documents shall not be permitted, except in the case of bonafide emergency, in which case the procedures under Article 12 shall apply."

ADD "3.4.7 Materials and equipment shall be manufactured and/or supplied by domestic sources unless otherwise approved by the Owner."

ADD "3.4.8 Unless otherwise provided in this Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named; it

conveys the general style, type, character, and quality of the article desired, and any article which the City of Falls Church in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted."

3.5.1 In the first sentence delete the words "and Architect". In the fourth sentence change "Architect" to "Owner".

3.6.1 Add the following sentence to this Subparagraph:  
The Contractor shall not charge the Owner for any taxes paid pursuant to this paragraph.

3.7.1 Add the following sentence to this Subparagraph:

The Owner shall be responsible for securing and paying for the City of Falls Church Site Development Fee.

ADD "3.7.2.1 Contractor shall include in the Work, without additional cost to the Owner, all labor, materials, services, apparatus, drawings (in addition to the Contract Documents), required to comply with all applicable laws, ordinances, rules and regulations, whether or not shown or specified."

3.7.3 Delete 3.7.3 in its entirety.

3.7.4 Delete "Architect and".

3.10.1 In the first sentence delete the words "and Architect's".

3.10.2 Change "Architect" to "Owner".

3.11.1 Delete the last sentence and replace with "These shall be delivered to the Owner upon completion of the work".

3.12.4 Delete the third sentence and change "Architect" to "Owner in the fourth and fifth sentences.

3.12.5 Change "Architect" to "Owner".

3.12.7 Delete "Architect" and replace with "Owner".

3.12.8 In the first and second sentence delete the word "Architect" and replace with the word "Owner".

3.12.9 Change "Architect" to "Owner" in the first and second sentence.

3.12.10 Delete "and the Architect" from the third sentence and change "Architect" to "Owner" in the fifth sentence. Delete both "and the Architect" phrases from the sixth sentence. Delete the seventh sentence.

3.16.1 Delete the words "and Architect".

3.17.1 Delete the words "and Architect" and "or Architect" in the first sentence. In the last sentence substitute "Owner" for the word "Architect".

3.18.1 Delete the word "Architect" in the first sentence and change "Architect's consultant" to "Owner's consultant".

Delete Paragraph 3.18.3 in its entirety.

#### ADD "3.19 EXAMINATION OF RECORDS

3.19.1 Contractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

3.19.2 Contractor further agrees to include in all his subcontracts hereunder provisions to the effect that the Subcontractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor involved in transactions related to the subcontract. The term "subcontract" as used in this clause excludes subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

3.19.3 The periods of access and examination described in 3.19.1 and 3.19.2 above, for books, papers, documents and records which may relate to any litigation, arbitration or the settlement of claims arising out of the performance of this Contract, shall continue until any appeals, litigation arbitration or claims shall have been finally disposed of."

#### Article 4; Administration of the Contract

Delete Subparagraph 4.1.1 in its entirety.

Delete Subparagraph 4.1.2 in its entirety.

Delete Subparagraph 4.1.3 in its entirety.

Delete Subparagraph 4.1.4 in its entirety.

4.2 Change the word "Architect" to "Owners" in the title.

4.2.1 Change all references of "Architect" to "Owner".

4.2.2 Delete the words "generally" and "in general" from the first sentence. In the first and second sentences, change the word "Architect" to "Owner".

4.2.3 In the first and second sentences, change "Architect" to "Owner". Delete the third sentence in its entirety.

4.2.4 Delete the first two sentences in their entirety.

4.2.5 Delete the word "Architect" where it appears both times and substitute with "Owner".

4.2.6 Delete in its entirety.

Delete Subparagraph 4.2.7 in its entirety and substitute the following:

4.2.7 The Owner will review and approve Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

4.2.8 Change the word "Architect" to "Owner".

Delete Subparagraph 4.2.9 in its entirety and substitute the following:

4.2.9 The Owner will conduct inspections to determine the dates of Substantial and Final Completion. The Contractor will assemble written warranties and related documents required by the Contract and forward them to the Owner. The Owner shall make final payment according to the requirements of Paragraph 9.10.

Delete Subparagraph 4.2.10 in its entirety.

4.2.11 Change all references to "Architect" to "Owner". At the end of this subparagraph, add the following sentence. "Notwithstanding this provision, the Owner's decision to questions involving artistic effect shall be final only if the Owner determines them to be consistent with the intent of the contract documents."

4.2.12 Delete Subparagraph 4.2.12 in its entirety.

4.2.13 Delete in its entirety.

4.3.2 Change "Architect" to "Owner".

4.3.4 In the second sentence, change the word "Architect" to "Owner". In the third sentence change "Architect" to "Owner" and delete the words "Owner and". In the fourth sentence change the words "either party" to "the Contractor" and change "Architect" to "Owner". Delete the last sentence.

4.3.7 Change "Architect" to "Owner" in the third sentence.

4.3.10 Delete in its entirety.

4.4.1 DECISION OF OWNER. Claims shall be referred initially to the Owner for action as provided in Paragraph 4.4.1. A decision by the Owner, as provided in Subparagraph 4.4.1, shall be required as a condition precedent to litigation of a claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the work or (2) the extent to which the work has been completed.

The decision by the Owner in response to a claim shall not be a condition precedent to litigation in the event (1) the Owner has not received evidence or has failed to render a decision within agreed time limits, (2) the Owner has failed to take action required under Subparagraph 4.4.1 within 30 days after the claim is made, (3) 45 days have passed after the claim has been referred to the Owner or (4) the claim relates to a mechanic's lien.

In accordance with 11-69, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 11-71, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by 11-71, VA Code Ann.

Notice of the intent to submit a claim setting forth the bases for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the General Manager of Environmental Services. The decision of the General Manager of Environmental Services shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision of the General Manager of Environmental Services, the Contractor may file the claim with the City of Falls Church Director of Finance, which claim shall be received within thirty (30) days of the date of the decision by the General Manager of Environmental Services. The Director of Finance shall reduce his or her decision on the claim to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of the City of Falls Church unless the Contractor submits the claim to the City of Falls Church City Manager within thirty (30) days of the date of the Director of Finance's decision. The Contractor may submit the claim to the City of Falls Church City Manager by mailing or otherwise furnishing the Director of Finance a copy of the claim and a request for the City of Falls Church City Manager's determination.

The City of Falls Church City Manager's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days to the Director of Finance's receipt of the request from the Contractor, and shall be final and binding on behalf of the City of Falls Church, unless the Contractor submits the claim for determination by the City of Falls Church City Council within thirty (30) days of the City of Falls Church City Manager's decision. Claims are submitted to the City of Falls Church City Council by furnishing the City Manager a copy of the claim, along with a



request for determination by the City Council. The City Council shall consider the claim and render a decision on the claim in writing within forty-five (45) days of the date on which the City Council hears the claim in open meeting. The City Council's procedure in considering claims under this contract shall be the same as that for other decisions of the City Council on claims made under 15.1-550, et seq., VA Code Ann.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the General Manager of Environmental Services.

In accordance with the provisions of 11-69, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the City of Falls Church City Council arising out of this Contract.

4.4.2 Delete in its entirety.

4.4.3 Delete in its entirety.

4.4.4 Delete in its entirety.

4.4.5 Delete in its entirety.

4.4.6 Delete in its entirety.

4.4.7 Delete in its entirety.

4.5 Mediation

4.5.1 Change "Architect" to "Owner" and delete "Arbitration and".

4.6 Arbitration

Delete this Paragraph and all Subparagraphs in their entirety.

#### Article 5; Subcontractors

5.2.1 In the first sentence delete the words "through the Architect". Delete the second and third sentences in their entirety and replace with the following:

"The Owner will promptly reply to the Contractor in writing stating whether or not he, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply shall constitute notice of no reasonable objection. Failure of the Owner to object to any

Subcontractor shall in no way affect the liability of the Contractor to the Owner regarding performance of all obligations by the Subcontractors."

5.2.2 In the first sentence delete the words "or Architect".

5.2.3 Delete the words "or Architect" where it appears two times.

5.2.4 Delete the words "or Architect".

5.3.1 In the first and second sentences delete the words "and Architect".

#### Article 6; Construction by Owner or by separate Contractors

6.2.2 In the first sentence change "Architect" to "Owner".

6.3.1 Change "Architect" to "Owner".

#### Article 7; Changes in the Work

7.1.2 Delete Paragraph 7.1.2 in its entirety and substitute the following: "A change order shall be based upon agreement between the Owner and Contractor; a change directive or order for a minor change in the work may be issued by the Owner and may or may not be agreed to by the Contractor."

ADD "7.1.5 After issuance of a Change Order, Contractor shall ensure that the amount of the Performance Bond and Labor and Materials Payment Bond coverage has been revised to reflect the increase in the Contract Sum due to the Change Order and shall provide Owner written notice of same."

7.2.1 Change the word "Architect" to "Owner" and replace the phrase, "Contractor and Architect" with "and Contractor".

7.2.3 Add the following:

The successful Contractor shall respond to the City of Falls Church's request for Change Orders with their cost proposal within ten (10) working days. The City of Falls Church shall process Change Orders within approximately five (5) working days. In the event an agreement cannot be reached between the City of Falls Church and the Contractor on a Change Order, the City of Falls Church will issue a unilateral Change Order to proceed with Work. Resolution between the City of Falls Church's Change Order and Contractor's cost proposal shall be made within five (5) days after completion of Change Order Work.

7.2.4 Add the following:

A fixed fee limit for overhead and profit on Change Orders shall apply according to the following schedule:

1. If the General Contractor does the Work, 15% of the labor and material costs.
2. If the Work is done through the General Contractor's Subcontractor, the subcontractor involved shall be allowed 15% of the labor and materials cost and the General Contractor shall be allowed 5% of the subcontractor's total involved.
3. This shall be the complete compensation for "Overhead and Profit" and shall include the costs of supervision, bond, permits, profit, insurance, bookkeeping, clerical, estimating and any other general expense including any delay and impact costs." Proof of Payment of increase in bond premium will be required.

7.2.5 Add the following:

To facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

7.2.6 Add the following:

All Change Orders shall include the following statement on the Change Order Form:

"The agreed upon Change Order amount contained herein constitutes all costs associated with this change including all delay and impact costs."

7.3.1 In the first sentence delete "by the Architect" and "Architect" .

7.3.4 Change "Architect" to "Owner".

7.3.6 Change "Architect" to "Owner" in the first and second sentences.

7.3.7 Change "Architect" to "Owner" in the first sentence.

7.3.8 Change "Architect" to "Owner" in the second sentence.

7.3.9 Change "Architect" to "Owner".

7.4.1 In the first sentence change "Architect" to "Owner".

## Article 8; Time

8.1.3 Delete the words "by the Architect".

ADD "8.1.5 The date of Final Completion of the Work is the date certified by the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the Work for the use for which it is intended."

8.3.1 Delete "or Architect", "of either", and "pending arbitration and or by other causes which the

Architect determines may justify delay." Change "Architect" to "Owner" at the end of the sentence.

#### Article 9; Payments and Completion

9.2.1 Change all references to "Architect" to "Owner".

9.3.1 In the first sentence change "Architect" to "Owner". In the second sentence following the word "Owner" delete the words "or Architect".

9.3.1.1 ADD the following to the end: "The form for each progress payment shall be the "Application and Certificate for Payment, AIA Documents G702 and 703". The forms shall be complete and submitted in the original and 2 copies. The Contractor shall submit with every Application for Payment after the first Certificate of Payment is issued, certification that due and payable amounts and bills have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner."

Add the following clause 9.3.2.1:

9.3.2.1 Until substantial completion, the Owner will pay no more than 95 percent (95%) of the amount due the Contractor on account of progress payments. Remaining five percent (5%) of total contract amount will be paid to Contractor upon complying with requirements of 9.10.5.1 of Supplemental Conditions.

Delete 9.4.1 in its entirety and substitute the following:

9.4.1 Within seven (7) days after the receipt of the Contractor's application for payment, the Owner will take appropriate action on said application for payment, and issue payment for 95% of the amount the Owner determines to be due.

Delete Subparagraph 9.4.2 in its entirety.

Delete Subparagraph 9.5.1 in its entirety and substitute the following:

9.5.1 The Owner may decline to make payment in whole or in part, to the extent necessary to protect himself, if in his opinion the Contractor has not met his obligations as specified in the Contract Documents. If the Owner and the Contractor are unable to reach an agreement on a revised amount, the Owner will promptly make payment for an amount the Owner determines to be equitable. The Owner may also decline payment to such extent as may be necessary to protect himself against loss because of:

1. defective work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
4. reasonable evidence that the work cannot be completed for the unpaid balance of the

- Contract sum;
- 5. damage to the Owner or another Contractor;
- 6. reasonable evidence that the work will not be completed within the Contract time; or
- 7. persistent failure to carry out the work in accordance with the Contract Documents.

ADD "9.5.3 Contractor may not stop Work as a result of any payment or portion thereof being withheld in accordance with this Paragraph. If the Contractor does order the Work stopped, or if the Work is stopped in whole or in part as a result thereof, the Contractor shall be wholly liable for any damage from delay, or otherwise, which may arise because of such stoppage."

Delete Subparagraph 9.6.1 in its entirety and substitute the following:

9.6.1 Upon approval of the Contractor's application for payment the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.6.2 Delete 9.6.2 in its entirety and substitute the following:

- 9.6.2 (1) The Contractor will take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by Owner for work performed by a Subcontractor:
- (a) Pay the Subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by that Subcontractor.
  - (b) Notify the Owner and the Subcontractor in writing of its intention to withhold all or a part of the Subcontractor's payment with the reason for non-payment.
- (2) The Contractor shall be obligated to pay interest to a Subcontractor on all monies owed by Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Owner for work performed by a Subcontractor, except for amounts withheld under Section 1 (b) above. The Contractor's obligation to pay interest to a Subcontractor pursuant to the provisions of these sections may not be construed to be an obligation to the Owner.
- (3) Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one (1) percent per month.
- (4) Contractor is hereby required to include in each of its subcontracts a provision requiring each of its Subcontractors to otherwise be subject to the same payment and interest requirements set forth in Subparagraphs 1-3 of this section with respect to each lower tier Subcontractor.

9.6.3 Change all references to "Architect" to "Owner".

9.6.4 Delete the words "neither" and "nor Architect". Also add the word "not" after the word "shall".

Delete Subparagraph 9.7.1 in its entirety.

9.8.1 Add after the words "Contract Documents", "and an occupancy permit has been issued".

9.8.2 Change all references to "Architect" to "Owner".

9.8.3 Change all references to "Architect" to "Owner".

9.8.4 Change "Architect" to "Owner" in the first sentence.

ADD "9.8.6 The Issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the Owner, and the Contractor is not relieved of any responsibility for the Project except as specifically stated in the Certificate of Substantial Completion."

9.9.1 Change all references to "Architect" to "Owner" and delete the words "or, if no agreement is reached, by decision of the Architect." in the last sentence.

9.9.2 Delete the words "and Architect".

Delete Subparagraph 9.10.1 in its entirety and substitute the following:

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection to determine if the Work is acceptable under the Contract Documents.

9.10.2 In the first sentence change "Architect" to "Owner".

9.10.3 In the first sentence delete the words "and the Architect so confirms" and the words "and certification by the Architect". In the second sentence change "Architect" to "Owner".

ADD "9.10.5 Final payment shall be due 30 days after Date of Final Completion, provided the Work has been completed and the Contract fully performed. Final inspections shall be scheduled at a time not less than 3 days and not more than 10 days after receipt by Owner of Contractor's required written notice."

ADD "9.10.5.1 The following listed documents complete in all respects shall be submitted before or with final request for payment and approved before final payment:

- (a) Documents AIA G-707 "Consent of Surety Company to Final Payment"
- (b) As-Built Site Plan - 1 sepia mylar transparency and 2 black line prints
- (c) All guarantees and bonds required by the Specifications
- (d) Record As-Built sets - Electrical, Plumbing, Mechanical included

- (e) Maintenance Manuals and all manufacturers' warranty certificates
- (f) Certificate(s) of final inspection(s) from state and/or local agencies in accordance with applicable codes, laws and ordinances

The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the Owner, and the Contractor is not relieved of any responsibility for the Project except those outlined by the document."

#### ADD "9.11 MECHANIC'S LIEN

9.11.1 Contractor shall provide a sworn statement detailing all subcontractors and the total amount of each subcontract.

9.11.2 Final waiver of lien is required from Contractor and all subcontractors and suppliers before final payment is made."

#### Article 10; Protection of Persons and Property

ADD "10.1.5 This project shall be subject to the provisions of the current edition of the 'Rules and Regulations Covering Construction, Demolition and All Excavation' adopted by the Safety Codes Commission of the Commonwealth of Virginia."

10.2.5 In the first sentence delete the words "or Architect".

10.2.6 In the second sentence delete the words "and the Architect".

10.3.1 In the first sentence delete the words "Architect".

10.3.2 Delete "and Architect" From the second sentence and change all other references to "Architect" to "Owner".

10.3.3 Delete in its entirety.

10.5 Delete in its entirety.

#### Article 11; Insurance and Bonds

Add the following clause 11.1.1.8 to 11.1.1

11.1.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C/U as applicable)
2. Products and Completed Operations
3. Personal Injury Liability with Employment Exclusion deleted
4. Owned, non-owned and hired motor vehicles

5. Broad Form Property Damage including Completed Operations
6. Umbrella Excess Liability
7. Builders risk insurance for work to be performed not less than the contract price.
8. Contractual Indemnity/Hold Harmless.

Add the following clause 11.1.2.1 to 11.1.2:

11.1.2.1 The Insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation:
  - a) State: Statutory
  - b) Applicable Federal Statutory
  - c) Employer's Liability \$ 300,000
2. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - a) Bodily Injury:
 

\$1,000,000	Each Occurrence
-------------	-----------------
  - b) Property Damage:
 

\$1,000,000	Each Occurrence
-------------	-----------------
  - c) Products and Completed Operations to be maintained for one (1) year after final payment.
  - d) Property Damage Liability Insurance shall provide X & C coverage as applicable.
3. Contractual Liability:
  - a) Bodily Injury:
 

\$1,000,000	Each Occurrence
-------------	-----------------
  - b) Property Damage:
 

\$1,000,000	Each Occurrence
-------------	-----------------
4. Personal Injury, with Employment Exclusion Deleted:
 

\$1,000,000	Each Occurrence
-------------	-----------------
5. Comprehensive Automobile Liability:
  - a) Bodily Injury:
 

\$1,000,000	Each Occurrence
\$1,000,000	Each Person
  - b) Property Damage:
 

\$1,000,000	Each Occurrence
-------------	-----------------



6. Umbrella Excess Liability:

\$ 1,000,000 over primary insurance.

\$ 1,000,000 retention for self-insured hazards                      Each Occurrence.

Add the following clause 11.1.3.1 to 11.1.3:

11.1.3.1 The Contractor shall furnish one (1) copy each of Certificates of Insurance herein required for each copy of the Agreement at the time of execution of the contract, which shall specifically set forth evidence of all coverage required by this Article as amended. The form of the Certificate shall be "ACORD". The Contractor shall immediately furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.3.1 Insert "and" between "Owner's "and" "Contractor's" and delete "and Architect's".

11.3.2 Delete in its entirety.

11.3.3 Delete in its entirety.

Delete Subparagraph 11.4.1 in its entirety and substitute the following:

11.4.1 The Contractor shall purchase and maintain property insurance from a company licensed to conduct insurance underwriting in the Commonwealth of Virginia on the entire Work at the site to the full insurable value thereof. The cost of this insurance shall be included in the base bid. Such insurance shall be with a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. The all risk insurance shall not expire prior to the substantial completion by the Contractor of the Work, or the beneficial occupancy of the Work by the Owner, whichever shall occur later.

Delete Subparagraph 11.4.1.1 in its entirety and substitute the following:

11.4.1.1 The form of policy for this coverage shall be Completed Value.

Delete Subparagraph 11.4.1.2 and Substitute the Following:

11.4.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractors shall be responsible for payment of the appropriate part of any deductibles in the event claims are paid on their part of the Project.

11.4.2 Delete this paragraph in its entirety.

11.4.3 Delete the second sentence in its entirety.

11.4.6 Delete this paragraph in its entirety.

11.4.7 Delete this paragraph in its entirety.

11.4.9 In the third sentence delete the phrase, "or in accordance with an arbitration award, in which case the procedures shall be as provided in Paragraph 4.5".

11.4.10 Delete all of this section following the phrase "The Owner as fiduciary shall have power to adjust and settle a loss with insurers".

#### ADD "11.6 HOLD HARMLESS AGREEMENT

11.6 Contractor shall attach to each liability insurance policy with the exception of Worker's Compensation, the following endorsement: 'Contractor shall save Owner harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Owner's premises in connection with any matters relating to or arising out of the performance of this Contract'.

It is understood and agreed that the Contractor is at all times acting as an independent contractor."

#### ADD "11.7 GENERAL CONDITIONS

11.7.1 "All insurance provided pursuant to this Article shall be issued by companies admitted within the Commonwealth of Virginia with a Best's Key Rating of at least A:XII."

11.7.2 "If an 'ACORD' Insurance Certificate form is used by the Contractor's insurance agent, the words, 'endeavor to' and '...but failure to mail such other notice shall impose no obligation or liability of any kind upon the company.' in the 'Cancellation' paragraph of the form shall be deleted."

11.7.3 "Contractor shall secure and maintain all insurance policies of its subcontractors which shall be made available to the Owner on demand."

11.7.4 "If the Contractor fails to maintain the insurance required by the Contract Documents, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor or may purchase the required insurance and charge the cost thereof to the Contractor."

11.7.5 "Nothing in this Paragraph shall be construed to shift the risk of loss or damage from the Owner or the Contractor for damages which are not covered by any insurance policy required by this Article to be purchased by either."

#### Article 12; Uncovering and Correction of Work

12.1.1 Change all references to "Architect" to "Owner".

12.1.2 Change all references to "Architect" to "Owner".

#### 12.2 CORRECTION OF WORK

12.2.1 In the first sentence change "Architect" to "Owner". Delete the second sentence in its

entirety and replace with: "The Contractor shall bear all costs of correcting such rejected work."

12.2.2 ADD after last sentence: "The one-year guarantee period as defined above shall not be decreased by any warranty or guarantee held by a subcontractor on materials or equipment supplied."

12.2.2.1 Delete the last sentence.

ADD "12.2.2.2 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor shall be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of time limit of any guarantee or warranty."

### Article 13; Miscellaneous Provisions

13.5.1 In the third sentence change all references to "Architect" where it appears two times to "Owner".

Delete Subparagraph 13.5.2 in its entirety and substitute the following:

13.5.2 If the Owner determines that any work requires special inspection, testing, or approval which Subparagraph 13.5.1 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 13.5.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

13.5.3 Change "Architect" to "Owner".

13.5.4 Change "Architect" to "Owner".

Delete Subparagraph 13.5.5 in its entirety.

### Article 14; Termination of the Contract

14.1.1 Change all references to "Architect" to "Owner".

14.1.3 Delete the words "and Architect".

14.1.4 Delete the words "and the Architect".

14.2.2 Delete the words "upon certification by the Architect that sufficient cause exists to justify such action".

14.2.4 In the third sentence delete the words "shall be certified by the Architect", "upon application", and "this obligation for payment".

14.3 and 14.4 are deleted in its entirety and are replaced with the following:

14.3 Termination Subject to the provisions below, the Contract may be terminated by the City of Falls Church upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City of Falls Church until said work or services are completed and accepted.

14.3.1 Termination for Convenience In the event that this Contract is terminated or canceled upon request and for the convenience of the City of Falls Church, without the required thirty (30) days advance written notice, then the City of Falls Church shall negotiate reasonable termination costs, if applicable.

Termination for Cause Termination by the City of Falls Church for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

14.3.2 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

#### ADD ARTICLE 15 EQUAL OPPORTUNITY

ADD "15.1 Contractor shall maintain policies of employment as follows:

- (A) During the performance of this Contract, the Contractor agrees as follows:
  - (1) The Contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex or national origin except where disability, religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - (3) Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation, shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (B) The Contractor shall include the provisions of the foregoing paragraphs (A) (1), (2), and (3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

END OF SUPPLEMENTARY CONDITIONS

IFB NO. 06-17-MCHC

**SECTION SEVEN**  
**APPENDICES A THROUGH F**

**APPENDIX-A**  
**SCOPE OF WORK**

SCOPE OF WORK

**Modifications to Existing Handicap Ramp**

Contractor shall perform modifications to the existing handicap ramp on the southeast corner of the City Hall Administration Complex located at 300 Park Avenue, Falls Church, Virginia. Contractor shall carry out the Work as per design drawings prepared by Dewberry & Davis, dated February 2006, and hereto attached. Due to a funding deadline, this work shall be completed first and no later than October 31, 2006.

**Foundation Repair Work:**

Contractor shall perform excavating work around the south wall of the of the City Hall Administration Complex located at 300 Park Avenue, Falls Church, Virginia, in order to eliminate the source of wall intrusion into the G-corridor. Contractor shall carry out the Work as per design drawings prepared by Dewberry & Davis, dated February 2006, and hereto attached.



**APPENDIX-B**  
**WORK SCHEDULE**

Schedule of Work

Work shall be completed as outlined in the Time For Completion of Base Bid Work in Section 1.0, Instructions to Bidders: Tender/Bid Form.

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## **APPENDIX-C**

## **REFERENCES**

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

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## **APPENDIX-D**

### **ADDENDUM ACKNOWLEDGMENT**

## ADDENDUM ACKNOWLEDGMENT

### Addendum Acknowledgment

The undersigned bidder acknowledges receipt of the following Addenda, and any required adjustments have been included in the bid sum:

Addendum No. \_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_, dated \_\_\_\_\_

CONTRACTOR\_\_\_\_\_

FIRM NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

ADDRESS\_\_\_\_\_

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**APPENDIX-E**  
**PARTICULAR REQUIREMENTS**

Particular Requirements

1. All work hours shall conform to the requirements of the City's noise ordinance and restrictions on work within the right-of-way.
2. Traffic control must be coordinated in advance, minimum of three (3) working days with City Engineer, Police Department and Public Works Division.
3. Contractor shall be responsible for scheduling and coordinating all aspects of work.
4. Contractor shall confirm location of all utilities that may impact work and shall coordinate with Miss Utility to mark/identify all utility locations prior to start of work.
5. Tree protection measures shall conform to City of Falls Church requirements as outlined in Section Nine: Tree Preservation Procedures and Specifications.
6. Tree protection, limits of clearing & grading, specific vegetation to be removed shall be confirmed in field by the City Arborist prior to start of work.



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**APPENDIX-F**  
**WARRANTY REQUIREMENTS**

Warranty Requirements

## 1.0 GENERAL

Prior to final payment, the Contractor shall sign the attached warranty prepared by the City Engineer. The Work shall be warranted for a period of two years from acceptance of the verified as-built records. These records shall be referenced in the warranty and shall become a part of the warranty so repairs under warranty can be located. The warranty shall assign the rights to materials and manufacturer's warranties to the Owner. Work shall be warranted against failure by delamination, cracks greater than 1/16" in width, spalling, failure of bond between existing substrate and new mortar and between new bricks and new mortar. Any other defects in material and workmanship shall also be included in the warranty.

**PROJECT ACCEPTANCE LETTER AND WARRANTY**

In accordance with the contract dated \_\_\_\_\_, and addenda dated \_\_\_\_\_ between (Contractor) \_\_\_\_\_ and (Owner) \_\_\_\_\_ for the above referenced project, an inspection of this work has been conducted by Contractor. Work has been found to be complete and in accordance with contract specifications. The warranty start date shall commence \_\_\_\_\_ and expire \_\_\_\_\_.

Attached are copies of applicable manufacturer's warranties. Rights to materials and manufacturer's warranties are hereby assigned to the Owner. Work is warranted against defective materials & workmanship and shall be replaced by Contractor during Period of Warranty, upon notification by Owner and at no cost to Owner.

**PROJECT ACCEPTANCE LETTER AND WARRANTY**

Project Name:

Number:

Address:

Address:

Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Project Identification: (Description of Work)

Attachments: (Drawings and other documents)

Exception to Original Contract: List all or None

ACCEPTED BY:

ENGINEER (Representing the Owner) \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Name Title

\_\_\_\_\_  
Telephone Number Date

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**SECTION EIGHT**

**EXHIBITS I THROUGH III**

IFB NO. 06-17-MCHC

**EXHIBIT I**

**VIRGINIA CONTRACTOR'S LICENSE**

IFB NO. 06-17-MCHC

**EXHIBIT II**

**LIEN WAIVERS**

EXHIBIT II

GENERAL CONTRACTOR'S AFFIDAVIT  
OF RELEASE OF LIENS

TO: (Owner)

City of Falls Church

300 Park Avenue

Falls Church, Virginia 22046

CONTRACT FOR: CONSTRUCTION

CONTRACT DATE:

PROJECT: Modifications to Existing Handicap Ramp and Foundation Repair Work for the City of Falls Church

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The undersigned, pursuant to Article 9 of the General Conditions of the Construction Contract hereby certifies to the best of his knowledge information and belief that all subcontractors, material, suppliers, equipment suppliers or any other person or equity having claim on the above project arising out of the performance of the Construction Contract have been paid or satisfied in full, and the undersigned further holds the owner, heirs, or assigns harmless from liens, claims or demands upon said project property forever, pursuant to the exception noted as follows.

EXCEPTIONS: (if none, write "None".)

EXHIBIT II

This affidavit of Release is conditioned upon receipt of \$\_\_\_\_\_now due and owing to General Contractor from said owner, heirs, and assigns and the signing of this affidavit is so conditioned for any and all claims arising hereto.

I (we) hereby declare all claims satisfied or paid in full as stated above.

By:\_\_\_\_\_

Attest: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2006.

Notary Public: \_\_\_\_\_

My Commission Expires:\_\_\_\_\_



IFB NO. 06-17-MCHC

**EXHIBIT III**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

Schedule of Proposed Subcontractors

<u>Name</u>	<u>Address</u>	<u>Performed</u>	Subcontract Value Work to be as a Percentage <u>of Total Contract</u>
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The Tenderer shall state in the space provided above or on separate sheets the names of all subcontractors he proposes to use together with any details of the nature and the scope of work to be subcontracted including resumes of their key personnel.

Subcontractors proposed by Tenderer to perform any portion of the WORKS are subject to the approval of OWNER.

Upon acceptance of his Tender, Contractor may not change any Subcontractor without the prior written approval of the OWNER.

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## **SECTION NINE**

### **TREE PRESERVATION PROCEDURES & SPECIFICATIONS**

## TREE PRESERVATION PROCEDURES AND SPECIFICATIONS

City of Falls Church, VA – Urban Forestry / Development Services

1. Prior to allowing any vehicle or construction equipment to enter the site, the construction foreman and project arborist (also foreman of company doing actual tree work if different from project arborist) is to meet the City Arborist to mark the location of the *limits of clearing/ tree preservation fencing*, erosion control fabric, and root pruning line (where required), access routes, storage areas, and parking areas. The location of the LIMITS OF CLEARING/TREE PRESERVATION FENCING is to be installed in accordance with the approved plan and field located from existing benchmarks, landmarks, and building stakeout survey markers. All work procedures and tree preservation measures are to be discussed at this time. An appointment must be made with the arborist for the City a minimum of three days prior to the establishment of the tree preservation measures is required by City Code (Sec. 35-15 (b), see enclosed. Phone the City Arborist for an appointment at 703-248-5183.
2. Trees to be removed shall be clearly marked and approved by the City Arborist prior to demolition or entry of any equipment on site. A tree contractor licensed and bonded to work in the City shall perform all tree work, including all tree removals. Check with the City Arborist for a copy of the most recent list of Tree Contractors.
3. *Tree preservation fencing* shall be either of the following:
  - a. Six (6) foot high chain link fence sections attached to one and five eighths (1 5/8) inch outside diameter pipe with eleven (11) -gauge mesh in a two (2) inch diamond pattern. The fencing noted above may be temporary panels set in concrete blocks at the base and secured at the top with saddle clamps
  - or
  - b. Four (4) foot high fourteen (14) gauge welded wire fence supported by six (6) foot long metal stakes (2" width) to be spaced eight (8) feet on center and sunk into the ground.

Both of the fencing types noted above shall be flagged with brightly colored surveyor ribbon to improve their visibility. The contractor must maintain fencing in place throughout construction. **In the event fencing must be temporarily removed for any reason, contact must be made first with the arborist at 703-248-5183.** The City Arborist must grant approval before any tree preservation fencing is removed, even temporarily.

4. Erosion and sediment control fencing shall be placed on the inside (toward construction) from the tree preservation fencing and any root-pruning trenches. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed to prevent siltation and/or erosion within the tree protection zone. Property owners are advised to impose fines in contracts with construction companies if tree preservation measures are violated.

## 5. Demolition and Site Clearing:

- a. The City Arborist shall be notified a minimum of three (3) days in advance of commencing any form of tree work. Call 703-248-5183 for an appointment.
- b. Trees to be removed shall be felled so as to fall away from tree protection zones and to avoid pulling breaking of roots of trees to remain. If roots are entwined, the consultant may require first severing the major woody root mass before extracting the trees. This may be accomplished by cutting through the roots by hand, with a vibrating knife, rock saw, and narrow trencher with sharp blades, or other approved root-pruning equipment.
- c. Trees being cut within the tree preservation zone shall be cut near ground level and the stumps ground out with a walk-behind grinding machine.
- d. All downed brush and trees shall be removed from the tree protection zone either by hand or with equipment sitting outside the tree protection zone. Extraction shall occur by lifting the material out, not by skidding it across the ground.
- e. Brush shall be chipped and placed in the tree protection zone to a depth of 6 inches, with no chips against the trunks of trees.
- f. Structures and underground features to be removed within the tree protection zone shall use the smallest equipment possible and operate from outside the tree protection zone. The City Arborist shall be present during all such operations within the tree protection zone to monitor demolition activity. Phone 703-248-5183 at least three (3) days in advance for an appointment.
- g. Any damage to trees due to demolition activities shall be reported to the City Arborist within 6 hours so that prompt remedial action can be taken.
- h. If temporary haul or access roads must pass over the root area of trees to be retained, a roadbed of at least 10 inches of mulch shall be created to protect the soil. The roadbed material shall be replenished as necessary to maintain a 10-inch depth. The City Arborist must approve the use of any such temporary road in the tree protection area.

## 6. Pruning & Other Preservation Measures Specifications:

- a. The City Arborist shall be notified a minimum of three (3) days in advance of commencing any form of tree work. Call 703-248-5183 for an appointment.
- b. Root pruning, where required, shall be mechanically done with a narrow trencher with sharp blades. Once a trench is opened up, approximately 18-24" in depth and 4" wide all exposed roots will be hand pruned so that the clean-cut ends can regrow.

The tree preservation fencing shall be placed 6-12" outside the root-pruning trench (construction side of the trench). The erosion and sediment fencing shall be placed outside the tree preservation fencing (construction side of the fence).

  - Where required, apply a slow-release complete fertilizer containing major and trace elements, but low in water-soluble nitrogen during the season before the commencement of construction. An application of a *mycorrhizae* product may also be required to assist in the preservation of highly stressed trees.
- c. All trees to be saved will be pruned (in accordance with American National Standards Institute (ANSI) Standard Practices for Trees, Shrubs, and Other Woody Plant

- Maintenance ANSI A300 and adhere to the most recent edition of ANSI Z133.1.
- d. Treat any disease or insect pest as required to reduce stress on trees.
  - e. Remove all invasive vines growing on trees and from the area around the trees
  - f. Specifications for work to be performed on individual trees shall be indicated under the “maintenance” column of the Tree Survey.
  - g. All trees within the project area shall be pruned to:
    - clear the crown of diseased, crossing, weak, and dead wood to a minimum size of 1 ½ inches diameter;
    - provide 14 feet of vertical clearance over streets and 8 feet over sidewalks;
    - remove stubs, cutting outside the woundwood tissue that has formed around the branch;
    - reduce end weight on heavy, horizontal branches selectively removing small diameter branches, no greater than 2 to 3 inches near the ends of the scaffolds.
  - h. Where temporary clearance is needed for access, branches shall be tied back to hold them out of the clearance zone. The City Arborist must approve such tying.
  - i. Pruning shall not be performed during periods of flight of adult boring insects because fresh wound attract pests. Pruning shall be performed only when the danger of infestation is past.
  - j. All work must be performed by a tree contractor licensed and bonded to work in the City and in accordance with the direction of the project certified arborist and the City Arborist.
  - k. Interior branches shall not be stripped out.
  - l. Pruning cuts larger than 4 inches in diameter, except for dead wood, shall be avoided.
  - m. Pruning cuts that expose heartwood shall be avoided whenever possible.
  - n. No more than 20 percent of live foliage shall be removed with the trees.
  - o. While in the tree, the arborist shall perform an aerial inspection to identify defects that require treatment. Any additional work needed shall be reported to the City Arborist.
  - p. Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk and root flare clear of chips.
  - q. It may also be necessary to fertilize, aerate and otherwise treat the “trees to be saved” as required by the arborist for the City, following a meeting with the owner’s/developer’s arborist and approval of the “tree preservation plan”. All tree work must be completed prior to construction.
  - r. ‘Selective clearing’ in wooded areas will be allowed only under the direction of the City Arborist. Trees to be removed will be felled by hand so that minimal damage is done to “trees to be saved”.
  - s. No vehicles or storage of materials of any kind will be allowed inside the limits of clearing. No storage of material or debris will be allowed within the “tree save area”. No burning will be allowed on site.
7. Construction Specifications:
- a. Supplemental water shall be supplied to trees being preserved when natural rainfall is less than 1” a week, from early spring until the ground freezes in the fall.

- Irrigation should be designed to wet the soil to a depth of 2-3 feet. Lacking a source of water early on the construction site, this may be accomplished by constructing a 6" berm around the tree protection zone and filling the basin with a water truck or by injecting the soil using a pressure system form of a truck mounted water tank. Shallow frequent watering should be avoided
- b. Have a licensed and bonded tree contractor remove torn, hazardous, or prominent deadwood as it occurs, using ANSI standards noted under # 4 above. .
  - c. Where construction traffic must occur in the area of tree roots it shall be necessary to apply the following procedure: cover undisturbed soil with 10-15 inches wood chips and topped with chain link fence pulled taught and anchored or topped with 5/8 to 3/4 inch plywood with non-skid surface.
  - d. Where compaction occurs during construction, vertical mulch with good quality compost.
  - e. Before grading, pad preparation, or excavation for foundations, footings, walls, or trenching, relevant trees shall be root pruned 1 foot outside the tree protection zone by cutting all roots cleanly to a depth of 24 inches to the maximum depth of root penetration, (usually 3 feet). Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment. Pruned roots shall be promptly covered with soil.
  - f. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw and promptly covered with moist soil.
  - g. Spoil from trenches; basements or other excavations shall not be placed with the tree protection zone, either temporarily or permanently. Soil stockpiles should be placed only in previously designated areas. No vehicles or construction equipment shall be parked in the tree protection zone.
  - h. No burn piles or debris pits shall be placed within the tree protection zone. No ashes, debris or garbage may be dumped or buried within the tree protection zone. No materials of any kind shall be stored in the tree protection zone.
  - i. Maintain fire-safe areas around fenced areas. Also, no heat sources, flames, ignition sources, or smoking is allowed near mulch of trees.
  - j. A copy of the "approved plan" and TREE PRESERVATION PROCEDURES AND SPECIFICATIONS must be maintained on site at all times.
  - k. All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree(s) with the approval of the City Arborist.
  - l. A licensed and bonded tree contractor must perform additional tree pruning required for clearance during construction under the direction of the City Arborist. Construction workers shall not be allowed to prune trees.
  - m. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.
  - n. If injury should occur to any tree during construction, it should be treated as soon as

- possible under the direction of the City Arborist.
- o. The City Arborist must monitor any grading, construction, demolition, or other work that is expected to encounter tree roots.
  - p. At the completion of construction (all equipment removed from site), notify the City Arborist for an inspection before removing the tree preservation fencing. At this time, all trees will be inspected and any repairs needed will be stipulated by the City and promptly made by the Contractor. (Refer to Sec. 35-15(b) of the City Code for guidance on finalizing the requirements of the bond agreement.
8. The planting of the new tree(s) specified on the plan shall take place after the completion of construction. The City Arborist must inspect the trees prior to planting (see Arborist Notification) and also inspect the placement and installation of the tree(s). All products and workmanship related to the planting of the tree(s) must be in accordance with the **Tree Planting Specifications** attached. The Contractor/Owner must present the City with a copy of a one-year guarantee from the landscape contractor for the newly planted tree(s). The tree will need to be thriving and in good condition one year from the date of planting or will need to be replaced.

**If you have questions on any of the “procedures” or “specifications” noted above or concerns that may arise during construction, please contact the City Arborist at (703) 248-5183.**